

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

**UNITED SERVICES AUTOMOBILE
ASSOCIATION,**

Plaintiff,

v.

WELLS FARGO BANK, N.A.,

Defendant.

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CASE NO. 2:18-CV-00366-JRG-RSP

VERDICT FORM

In answering the following questions and completing this Verdict Form, you are to follow all the instructions I have given you in the Court's Final Jury Instructions. Your answers to each question must be **unanimous**. Some of the questions contain legal terms that are defined and explained in detail in the Final Jury Instructions. You should refer to and consider the Final Jury Instructions as you answer the questions in this Verdict Form.

As used herein, the following terms have the following meanings:

- “USAA” refers to United Services Automobile Association.
- “Wells Fargo” refers to Wells Fargo Bank, N.A.
- The “’605 Patent” refers to United States Patent No. 10,013,605.
- The “’681 Patent” refers to United States Patent No. 10,013,681.
- The “Asserted Claims” refer collectively to Claims 1, 3, 11–14, and 22 of the ’605 Patent and Claims 12–14, 20, 22, and 30 of the ’681 Patent.

**IT IS VERY IMPORTANT THAT YOU FOLLOW THE
INSTRUCTIONS PROVIDED IN THE VERDICT FORM.**

**READ THEM CAREFULLY AND
ENSURE YOUR VERDICT COMPLIES WITH THEM.**

QUESTION NO. 1:

Did USAA prove by a preponderance of the evidence that Wells Fargo infringed
ANY of the Asserted Claims?

Yes: ✓ No:

QUESTION NO. 2:

Did Wells Fargo prove by clear and convincing evidence that any of the following
Asserted Claims are invalid?

Answer “Yes” or “No” for each Asserted Claim listed below:

Claim 1 of the '605 Patent No

Claim 3 of the '605 Patent No

Claim 11 of the '605 Patent No

Claim 12 of the '605 Patent No

Claim 13 of the '605 Patent No

Claim 14 of the '605 Patent No

Claim 22 of the '605 Patent No

Claim 12 of the '681 Patent No

Claim 13 of the '681 Patent No

Claim 14 of the '681 Patent No

Claim 20 of the '681 Patent No

Claim 22 of the '681 Patent No

Claim 30 of the '681 Patent No

If you answered “YES” to Question No. 1, then proceed to answer Question No. 3. If you answered “NO” to Question No. 1, then do not answer Question No. 3.

QUESTION NO. 3:

Did USAA prove by a preponderance of the evidence that the infringement you found in Question No. 1 was willful?

Yes: ✓ No:

If you answered "NO" to Question No. 1 OR "YES" to ALL the Asserted Claims listed in Question No. 2, then DO NOT answer Question No. 4.

Answer Question No. 4 ONLY as to any Asserted Claim that you have found BOTH to be infringed and not invalid.

QUESTION NO. 4:

What sum of money, if any, paid now in cash, has USAA proven by a preponderance of the evidence would compensate USAA for its damages resulting from infringement beginning on August 17, 2018, and through the date of trial?

Answer in United States Dollars and Cents, if any:

\$ 102,792,510.⁰⁰/_{xx}

FINAL PAGE OF JURY VERDICT FORM

You have now reached the end of the Verdict Form and should review it to ensure it accurately reflects your **unanimous** determinations. The jury foreperson should then sign and date the Verdict Form in the spaces below. Once this is done, notify the Court Security Officer that you have reached a verdict. The jury foreperson should keep the Verdict Form and bring it when the jury is brought back into the courtroom.

Signed this 10th day of January, 2020.